No. 10437

# In the United States Circuit Court of Appeals for the Ninth Circuit

RICHFIELD OIL CORPORATION, PETITIONER

*v.*

NATIONAL LABOR RELATIONS BOARD, RESPONDENT

*ON PETITION TO REVIEW AND SET ASIDE AND ON REQUEST FOR ENFORCEMENT OF AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD*

## BRIEF FOR THE NATIONAL LABOR RELATIONS BOARD


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## AUTHORITIES CITED

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### JURISDICTION

This case is before the Court upon petition of Richfield Oil Corporation to review and set aside an order of the National Labor Relations Board issued against petitioner pursuant to Section 10 (c) of the National Labor Relations Act (49 Stat. 449, U. S. C., 1940 ed., Title 29, Sec. 151, *et seq.*) In its answer to the petition, the Board has requested that its order be enforced (R. 90–95). The jurisdiction of this Court is based upon Section 10 (e) and (f) of the Act; petitioner, a Delaware corporation, has its principal place of business at Los Angeles, California, and transacts business within this judicial circuit.[1]

[1] The pertinent provisions of the Act are set forth in the Appendix, *infra*, pp. 33–34.

STATEMENT OF THE CASE

Upon the usual proceedings under Section 10 of the Act, detailed in the Intermediate Report of the Trial Examiner (R. 24–27), the Board issued its decision,[2] setting forth its findings of fact, conclusions of law, and order (R. 59–63; 49 N. L. R. B., No. 86), which may be briefly summarized as follows:

1. *Nature of petitioner's business.*—Petitioner is engaged in producing, refining, marketing, and transporting petroleum and petroleum products. The employees to whom this proceeding relates are seamen whom petitioner employs in the operation of its ocean-going oil tankers, which ply among the Pacific Coast ports and offshore (R. 105–106). No question of jurisdiction is presented; petitioner concedes that it is subject to the Act (R. 105, 16, Par. I–III Answer to the Complaint).

2. *The unfair labor practices.*—The Board found that, although the Unions[3] are the certified, exclusive bargaining representatives of the unlicensed personnel in the deck and engine-room departments of petitioner's tankers, petitioner has refused and is refusing to allow their representatives to board its vessels while the vessels are in port for the purpose of conferring

[2] With minor additions, the Board's findings and conclusions were the same as those of the Trial Examiner who conducted the hearing. Accordingly, in its decision, the Board adopted, without restating, the findings and conclusions of its Examiner, and noted the additional findings it desired to make (R. 60).

[3] Sailors Union of the Pacific, a division of Seafarers' International Union of North America, and Seafarers' International Union of North America, both affiliated with the American Federation of Labor (R. 100).

with the seamen whom the Unions represent, of negotiating with the ships' officers concerning their grievances and of performing other services in their behalf; petitioner, by this conduct, has interfered and is interfering with its employees' exercise of their right to engage in concerted activity for the purposes of collective bargaining or other mutual aid or protection, in violation of Section 8 (1) of the Act (R. 37–38, 43–44).

3. *The Board's order.*—The Board directed petitioner to allow representatives of the Unions to board its vessels so that they may investigate and present grievances in behalf of the employees whom the Unions represent, collect union dues, and distribute the Unions' newspaper among the union members (R. 62). The order explicitly declares, however, that petitioner need not allow the union representatives to solicit membership on board its vessels (*ibid.*).

## SUMMARY OF ARGUMENT

I. By refusing to allow representatives of the certified unions to board its vessels, petitioner has interfered and is interfering with the exercise by its employees of the rights guaranteed in Section 7 of the Act, in violation of Section 8 (1) of the Act.

II. The Board's order is valid.

ARGUMENT

## Point I

**By refusing to allow representatives of the certified unions to board its vessels, petitioner has interfered and is interfering with the exercise by its employees of the rights guaranteed in Section 7 of the Act, in violation of Section 8 (1) of the Act**

Concededly, petitioner has refused and is refusing to allow representatives of the Unions, which are statutory bargaining agents of its employees, to board its vessels for the purpose of conferring with the employees whom the Unions represent in regard to grievances and performing other services for the Union members (R. 333–334, 335, Bd. Exh. 5; Pet. Brief in Support of Exceptions to Int. Report, pp. 1–2).[4] The only issue in this proceeding is whether, in the circumstances of this case, the Board could properly find, as it did (R. 43–44), that petitioner's refusal to allow representatives of the Unions to board its vessels constitutes interference with the right of its employees "to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection" (Section 7 of the Act), in violation of Section 8 (1) of the Act.

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[4] The refusal of petitioner to permit representatives of the Unions to board its vessels dates from February 15, 1942, when collective agreements between the Unions and petitioner, which had accorded the Unions such access, expired (R. 333, 386–387).

It is undisputed that when the refusal first occurred the Unions were, and that they still are, the exclusive bargaining agents of the unlicensed personnel in the deck and engine-room departments of petitioner's tankers (R. 343–344); on September 23, 1942, the Board certified them as such bargaining agents (R. 343–344).

In concluding that the denial of access to the union representatives by petitioner was in derogation of the statutory rights of petitioner's employees, the Board pointed out (R. 43):

> that [petitioner's] unlicensed deck and engine personnel are in port for a short time with very little time ashore; that tanker terminals are usually located in port areas inaccessible to union headquarters; that collective bargaining procedures for the settlement of grievances, which do not involve access are in a practical sense unworkable, and do not afford the [petitioner's] unlicensed deck and engine personnel the opportunity to bargain collectively concerning their grievances; that the refusal of [petitioner] to issue passes to the duly authorized representatives of its unlicensed deck and engine personnel for the purpose of access, prevents these seamen from receiving aid, advice, and information through their duly chosen representatives; that procedure which involves access for these purposes is prevalent today, and has long been in use in the West Coast shipping industry; that with access these representatives may investigate the nature of, assess the value of, and properly present grievances on behalf of these seamen and give to them the aid, advice and information essential for mutual protection; that without access, the [petitioner's] unlicensed deck and engine personnel would be denied the benefits of essential rights, conferred upon them by the Act, providing for collective bargaining and other mutual aid through their duly chosen representatives.

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A review of the salient features of the evidence demonstrates that these findings are supported by substantial evidence.

**Petitioner's seamen cannot enjoy the benefits of collective bargaining, especially as regards the adjustment of their grievances, unless their union representatives are permitted to confer with them and with petitioner's officers aboard ship**

Conditions of employment in the shipping industry place seamen in a singularly insecure and isolated position insofar as the enjoyment of their right to collective bargaining is concerned.[5] Petitioner's employees are in no different position in this respect from other seamen. Petitioner's tankers are in port between voyages for comparatively short periods of time, usually for no longer than from 16 to 24 hours (R. 188, 114–115, 124–125). About one-third of the unlicensed personnel in the deck and engine-room departments must stand watch at all times while their vessel is in port (R.

[5] The working conditions of seamen which make for such insecurity have been summed up by the Maritime Labor Board as follows:

"Unlike other workers, when a seaman sells his labor he virtually sells himself, temporarily. Of necessity he lives on the ship. There is no possibility of changing his place of work or his occupation, whether or not conditions are satisfactory, until he reaches a safe port. While he is at sea, and to a less extent ashore, the seaman is restricted in matters which other workers consider definitely personal, such as food, clothing, living quarters, associates, and recreation. . . . Hours of work are irregular if not long, and there is little provision for recreation in off time. Aboard ship the seaman's working life is strictly disciplined; while on shore, lacking in general stabilizing home ties, he has little opportunity for normal participation in the social life of any place." *Report of the Maritime Labor Board to the President and the Congress*, March 1, 1940, page 26.

See also, *Encyclopaedia of the Social Sciences*, Vol. 13, p. 613; R. W. Wissman, *The Maritime Industry* (New York: Cornell Maritime Press, 1942), p. 3.

117–118); each man's watch lasts 4 hours with 8 hours off-duty between watches (R. 121). Since all members of the crew in these departments must, in turn, stand watch, they cannot all go ashore at the same time. Moreover, members of the crew not required to stand watch are frequently ordered to remain on board the vessel to perform other work, such as painting and loading stores (R. 117, 119–121, 123–124). In addition to time consumed in the performance of work duties, petitioner's seamen must spend a good deal of the time their vessel is in port aboard ship because the vessel is their home ashore as well as at sea (R. 121–122).[6] Consequently, even during their brief intervals in port, the seamen are able to spend only a few hours ashore. Their extremely limited free time ashore is, of course, subject to many calls, such as personal business, visits with their families and friends, and recreational pursuits (R. 127, 188). For these reasons, petitioner's seamen have little opportunity when ashore to get in touch with their union representatives.[7] Their difficulty in this respect is enhanced, moreover, by the fact that union headquarters are often inaccessible and distant from the

[6] While in port, the seamen sleep and eat aboard their ship; before going ashore, they ordinarily bathe, change their clothes, secure an advance of salary from the captain, and, at times, sign new shipping articles (R. 121–122).

[7] In discussing the rulings of the National Labor Relations Board as to passes, the Maritime Labor Board has pointed out:

"In considering these rulings, it must be appreciated that seamen who belong to a labor union are usually obliged by the nature of their work to remain out of contact with union headquarters for weeks or months on end, and that many of their grievances refer to living or working conditions that cannot be fully understood except by inspection of the vessel concerned. To provide for

points where petitioner's tankers dock (R. 110–113, 186–188, 365–367).[8]

Since, in the case of seamen, the employment relationship comprehends not only wages, hours, and working conditions but touches as well vital personal matters, such as food, clothing, and living quarters, it is evident that no aspect of collective bargaining is of greater concern to seamen than the prompt adjustment of their grievances.[9] An effective grievance

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frequent contacts aboard the vessel between union representatives and crew is thus essential to the effective functioning of a labor union representing seafaring workers." (*Report of the Maritime Labor Board to the President and to the Congress*, March 1, 1940, p. 130.)

The record in the present case affords a concrete example of the practical unworkability of a grievance procedure which does not afford access; see R. 373–376.

[8] Since union headquarters must serve seamen from many ships which dock at widely separated points in the large ports touched by petitioner's tankers, such headquarters cannot, necessarily, be located conveniently near all the docking points of such ships.

[9] Contrary to the view which petitioner advanced in argument before the Board, the negotiation of a collective agreement is not the whole of the bargaining process. As the Third Circuit, sitting *en banc*, has pointed out:

"The right of collective bargaining is, however, necessarily a continuing right. Collective agreements ordinarily, as in this case, run for definitely limited periods of time. Negotiations for their renewal must take place periodically and may commence, at least preliminarily, shortly after the signing of the preceding contract. Furthermore it may at any time become desirable or indeed necessary to bargain collectively for the modification of an existing collective agreement which has proved in practice to be in some respects unfair or unworkable or for the adjustment of complaints or alleged violations of such an agreement. Collective bargaining is thus seen to be a continuing and developing process by which, as the law now recognizes, the relationship between employer and employee is to be molded and the terms and conditions of employment progressively modified along lines which are mu-

machinery is no less important to shipowners as a means of maintaining peaceable labor relations.[10] In

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tually satisfactory to all concerned. It is not a detached or isolated procedure which, once reflected in a written agreement, becomes a final and permanent result. Section 7, as we have seen, guarantees to employees the right to organize and engage in concerted activities for the purpose of collective bargaining. This right must necessarily continue so long as the prospect of future bargaining remains. It will thus be seen that the act guarantees to employees the continuous right to maintain labor organizations for the purpose of collective bargaining, after the signing of a particular collective bargaining agreement as well as before." *N. L. R. B.* v. *Newark Morning Ledger Co.*, 120 F. (2d) 266, 267 (C. C. A. 3), cert. denied, 314 U. S. 693. See, also, *N. L. R. B.* v. *Sands Mfg. Co.*, 306 U. S. 332, 342; *Rapid Roller Co.* v. *N. L. R. B.*, 126 F. (2d) 452, 459 (C. C. A. 7), cert. denied 317 U. S. 650.

The foregoing judicial explanation of the bargaining process accords with the understanding of all labor economists whose views are known to us. See, e. g., Carroll R. Daugherty, *Labor Problems in American Industry* (5th ed., New York: Houghton Mifflin Co., 1941):

"Collective bargaining is the process whereby representatives of a union meet with an employer * * * to fix the terms of employment for a certain period of time. But it includes more than the creation of an agreement. There is more to it than the negotiations lasting a week or so. It involves also the *enforcement* and *interpretation* of the agreement throughout the months of its duration [p. 450].

* * * * *

"The interpretation of the various detailed terms of the employment contract is one of the most important parts of collective bargaining" [p. 452].

See also R. W. Wissman, *The Maritime Industry* (New York: Cornell Maritime Press, 1942), pp. 73–74; Clinton S. Golden and Harold J. Ruttenberg, *The Dynamics of Industrial Democracy* (New York: Harper Bros., 1942), p. 43; The Twentieth Century Fund, *How Collective Bargaining Works* (New York: The Twentieth Century Fund, 1942), pp. 51, 244, 314, 360, 362, 418, 566, 596, 644, 652, 736, 801, 858, 934–940.

[10] "The mere existence of collective agreements, therefore, while representing a step toward industrial peace, is not of itself a guarantee against labor stoppages * * *. It is also inevitable that

response to this need, an informal procedure for the adjustment of grievances has developed in the shipping industry. Under this procedure, which was described at the hearing (R. 180–186, 190–191, 258–324, 325–328, 332–333, 367–372, 278, Bd. Exh. 3, clause 3; R. 290, Bd. Exh. 4, Section 10), a representative of the accredited union, referred to as a "patrolman" or a "shore delegate," boards the vessel when it arrives in port and confers with the "ship's delegate," a member of the crew selected by the union to report grievances or other violations of the collective agreement.[11] The ship's delegate relates to the "patrolman" whatever grievances may exist; the "patrolman" then investigates the merits of the grievances by conferring with members of the crew, and, if a grievance concerns physical conditions aboard ship, by inspecting the conditions about which complaint is being made.[12] If the investigation of the grievance

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under the manifold circumstances of day-to-day operations, misunderstandings and controversies arise. In case such differences are not effectively adjusted, they tend to culminate in the use of economic weapons and force which destroy the orderly relationships established by collective agreements. The maintenance of industrial stability, therefore, requires that proper procedure be followed for the adjustment of disputes which happen to arise during the life of an agreement * * *." R. W. Wissman, *op. cit.*, p. 74.

[11] A "patrolman" must be a citizen of the United States at the time of his appointment, and must have had at least 3 years' experience as a seaman prior to his appointment, under the Unions' regulations (R. 191).

[12] Whenever the "patrolman" finds it necessary in conducting such an investigation to confer with a member of the crew standing watch, he has another seaman of like qualifications temporarily relieve the man on duty, in order to prevent a disruption of the ship's routine (R. 370).

by the "patrolman" reveals that it is lacking in merit, that is the end of the matter. If, on the other hand, the patrolman believes that there is merit in the grievance, he endeavors to adjust the complaint through direct negotiation with the ship's officers (R. 180–185, 367–370).[13] Only if this informal procedure fails to bring about a settlement of the dispute, is resort had to the cumbersome, formal grievance ma-

[13] The informal procedure just described is observed throughout the Pacific Coast. The witness Lundeberg testified that his union has "passes to board 470 ships on the Pacific Coast" (R.181), and that only 2 shipowners in the coastal area, other than petitioner, have not given his union passes (*ibid.*). Indeed, in describing the grievance procedure observed generally throughout the entire maritime industry a recent study states:

"Most maritime agreements contain rules of procedure to be followed when disputes arise while they are in force * * *. The first step in the settlement of the dispute is the presentation of the complaint to his immediate superior. The latter appeals to the head of the department in which the employee involved is employed. An appeal is then made to the master. If the complaint cannot be settled to the mutual satisfaction of the employee and of the department head, or of the master, the decision of the latter is binding until the vessel arrives at the port where the "shipping articles" terminate. *The complaint is then referred to the shore delegate. In case the shore delegate* (*who goes aboard ship*) is not able to adjust the grievance in question, he refers it to the shore representative of the company concerned. If these two cannot agree either, the matter is submitted to the major officials of both the union and the company, or to the employers' association. If the deadlock persists, nevertheless, the dispute is referred to the Port Committee." R. W. Wissman, *The Maritime Industry*, pp. 74–75. [Italics supplied.]

See also: *Report of the Maritime Labor Board to the President and to the Congress*, March 1, 1940, pp. 189–192; *Hearing Before the Committee on Merchant Marine and Fisheries, House of Representatives, 75th Congress, 1st Session, on H. R. 5193*, May 26, 1937, p. 73; *Maritime Labor Grows Up, Frank M. Kleiler, Survey Graphic*, January 1939, p. 19.

chinery of the collective agreement (R. 180–181).[14] The efficiency of the informal method of adjusting grievances aboard ship is borne out by the testimony of the witness Gries, a "patrolman," that about 90 percent of the grievances which he has handled have been settled in this manner (R. 376–377). It is clear, therefore, as the Board found (R. 37–38, note 15), that as a practical matter petitioner's seamen cannot enjoy their collective bargaining rights with respect to grievances, if their union representatives are deprived of the right to board petitioner's vessels.[15]

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[14] It is pointed out in the *Report of the Maritime Labor Board* (pp. 191–192), previously mentioned, that the formal machinery for the adjustment of grievances in maritime agreements is not frequently resorted to because a more expeditious settlement of grievances is possible through informal negotiation. One reason for this, as the *Report* explains, is that the first port at which a ship arrives after a dispute has arisen may be one in which no joint committee for the settlement of disputes is maintained. Thus, the *Report* states (p. 191, n. 17) that of 192 disputes occurring in harbors (as distinct from those occurring at sea) during a stated period, about 30 percent arose in ports other than those in which joint port committees for the adjustment of grievances existed. The *Report* continues (p. 192):

"Thus, the port committees [established under the customary grievance machinery in maritime contracts] are designed to function only after several other steps have been taken. The wide dispersion and physical mobility of the working force in this phase of the industry probably make formal consideration of disputes by a joint committee impractical in their first stages.

"These inherent factors do not entirely account for the comparatively limited use now being made of the port committee system, however. Both parties admit a preference for the direct method of adjustment and, apparently by tacit agreement, have developed the practice of convening the committees only when all other efforts have failed."

[15] As is hereinafter noted (p. 30), the Second Circuit, in *N. L. R. B.* v. *Cities Service Oil Co.*, 122 F. (2d) 149, decided the question

It is therefore apparent that, if the maritime employer could grant or deny access to his vessels to accredited union representatives at pleasure, he would be in a strategic position to hinder union activity among his seamen. Deprived of such access unions would be denied the opportunity to serve their members effectively in the area of collective bargaining most vital to them. Furthermore, the barriers to contact ashore between the union and its members, inherent in the nature of the industry, would make it virtually impossible for seamen to participate in union affairs, were they denied access to their union representatives aboard ship. An employer bent on discouraging union membership would not be slow to take advantage of such a power to insulate his employees from union representatives.[16]

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here involved in accordance with the Board's position. In sustaining the Board, the Court pointed out (at p. 151):

"Ships, and particularly these oil tankers, which ordinarily remain in port for a day only, afford less opportunity for investigation of labor conditions than do factories where the employees go home every afternoon and have the evenings at their disposal. There is no cessation of work at the end of each day for seamen on a tanker. A large number of them are on watch, others are loading or discharging cargo; their hours for work and shore leave are different and, in the short time the vessel is in port, it is impossible for Union representatives to assemble the unlicensed personnel either on shore or on shipboard to discuss grievances or investigate conditions. The Union must have the members of the crew readily accessible in order to work to any real advantage and the complaints frequently relate to conditions on and even of the vessel itself."

[16] The Board not infrequently encounters such situations, the most familiar of which arises where the employer maintains a "company town" and takes advantage of his role as landlord to exclude union organizers. *Matter of Harlan Fuel Company and*

It is clear from the foregoing, that by departing from its former practice of granting passes to the Unions' representatives—a practice which, as has been shown (*supra,* pp. 9–12), is generally prevalent in the industry—petitioner is depriving its employees of the only way in which they can effectively exercise their rights under the Act.

**Petitioner's alleged reasons for excluding union representatives from its vessels are without substance**

1. *The contention that war-time regulations of the Captain of the Port and of the War Shipping Administration require petitioner to discontinue granting*

*United Mine Workers of America, District 19*, 8 N. L. R. B. 25, 31–32; *Matter of Weyerhaeuser Timber Co.*, 31 N. L. R. B. 258; cf. *Matter of Commonwealth Telephone Company and Theodore R. Siplon et al.*, 13 N. L. R. B. 317, 322, 325. In *N. L. R. B.* v. *West Kentucky Coal Company*, 116 F. (2d) 816 (C. C. A. 6) the Court enforced a Board order designed to remedy such an unfair labor practice by requiring the employer to cease and desist from "denying to its employees who reside in houses owned by the respondent the right to have any persons call at their homes for the purpose of consulting, conferring or advising with, talking to, meeting, or assisting, the respondent's employees or any of them, in regard to the rights of said employees under the Act * * *." See *Matter of West Kentucky Coal Company and United Mine Workers of America, District No. 23*, 10 N. L. R. B. 88, 105–107, 133.

The principle applied in these decisions is that, "Inconvenience, or even some dislocation of property rights, may be necessary in order to safeguard the right to collective bargaining." *N. L. R. B.* v. *Cities Service Oil Co.*, 122 F. (2d) 149, 152 (C. C. A. 2). That familiar doctrine was recently applied in *N. L. R. B.* v. *The Denver Tent & Awning Co.*, decided October 25, 1943, 13 L. R. R. 284 (C. C. A. 10), in which the employer's promulgation of a plant rule prohibiting union discussion in its plant, in terms broad enough to ban such activity even at times when employees were not working, was held to violate the Act. See also *N. L. R. B.* v. *Wm. Davies Co.*, 135 F. (2d) 179 (C. C. A. 7), cert. denied 64 S. Ct. 82.

*passes to the Unions is contrary to the evidence.*[17]— The regulations to which petitioner refers (R. 137–157, Resp. Exhs. 1, 2, 3, and 4) merely instruct shipowners to bar visitors from piers and vessels if their visit is unnecessary. But, as petitioner conceded (R. 172–173), no agency of the Government has ever construed these regulations as requiring shipowners to deny passes to union representatives (R. 42, footnote 17; 145–146, 172–173). Indeed, the Navy and the Coast Guard—the very Agencies charged with safeguarding our piers, docks, and shipping—have provided representatives of the Unions, including "patrolmen," with identification badges authorizing them to enter piers and docks for the purpose of boarding ships on union business (R. 328–331, 405–411, Bd. Exhs. 8 and 9). At times, indeed, the Navy has itself requested union agents to board ships for that purpose (R. 260). Nor can petitioner justify its stand by the policy of the War Shipping Administration. For the War Shipping Administration issued a "Statement of Policy" on May 4, 1942, designed to stabilize collective-bargaining relations in the maritime industry by requiring all union contracts then existing to be kept in force for the duration of the War (R. 324–326, 396–401, Bd. Exh. 7–A). Many such contracts have an explicit undertaking by the employer to grant union representatives passes to board his vessels (Bd. Exh. No. 4, § 10; Bd. Exh. No. 3, p. 12, I. 3; R. 290, 278, 180–185, 258–326, 398, Bd. Exh. No. 7–A, R. 332–333). Clearly, therefore, there is no basis in fact for

[17] The Captain of the Port is an officer of the United States Coast Guard (R. 133, 149).

petitioner's assertion that the War Shipping Administration desires it to exclude union agents from its vessels.[18] The evidence, in short, demonstrates, as the Board found, that no Government regulation sanctions petitioner's refusal to allow union representatives aboard its vessels.[19]

2. *The contention that access should be denied union agents in order to minimize the hazards of accident and sabotage is without merit.*—There is not a scintilla of evidence for petitioner's assertion that the presence of union representatives aboard ship has increased these hazards. The Board pointed out, moreover, that petitioner "has not seen fit to exclude laundry agents, extra-work parties, not members of the crew and in most instances [casual labor] 'picked up' [in the port area]" (R. 40; 119, 159–161); further, that "the record does not indicate that any individuals formerly permitted access have been denied that right except the Unions' representatives" (R. 40). And, as has been noted (*supra,* pp. 14–16), the agencies of the Government charged with responsiblity for the safety of our shipping have not excluded union repre-

[18] It should be noted that there is nothing in the Board's order that would compel petitioner to allow the crew to hold union meetings aboard ship in violation of war-time regulations. Petitioner's statement (Pet. Br., p. 53) that such meetings are contrary to instructions of the War Shipping Administration, even if correct, is therefore beside the point.

[19] In appraising petitioner's sincerity in this regard, it should be noted that petitioner had assumed the position that it would deny union representatives access to its vessels *before* the regulations upon which it professes to rely were promulgated (R. 385–388). Obviously, therefore, petitioner could not have relied upon the regulations when it adopted that position.

sentatives from piers, dock, and ships. Moreover, as the Board has said (R. 40), "it is the almost universal practice of the shipping industry on the West Coast to grant access to the duly authorized representatives of their seamen, whether or not such right is provided for in collective bargaining contracts" (pp. 9–12, note 14, *supra*).[20] In view of these facts, the Board was fully justified in finding that to compel petitioner to allow representatives of the Unions to board its vessels would not "require any conduct which is in derogation of [war-time safety regulations], or which would endanger the safety of the [petitioner's] vessels, or adversely affect discipline on board these vessels" (R. 60–61). Since petitioner has attempted to justify its conduct by war-time conditions, it should be added that to compel petitioner to grant passes will promote, not hinder, our war effort because the expeditious settlement of grievances which might provoke serious labor strife is possible only through negotiation aboard ship between the Unions' representatives and the ship's officers.[21]

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[20] That right has been granted, it should be noted, even when ships have been taking on troops, or loading aircraft, ammunition, and torpedoes (R. 259–260, 323–325).

[21] The assertion that petitioner would be compelled by the Board's order to allow contending unions to wage membership campaigns aboard its vessels in order to escape a charge of discrimination is patently unfounded: The Board's order expressly provides that petitioner need not allow representatives of the Unions to solicit membership aboard its tankers (R. 61). Hence there would be no discrimination if petitioner refused to issue passes to a competing union for a purpose denied by the Board's order to the Unions.

3. *The contention that other reasonable methods may be employed by the Unions in bargaining concerning grievances is not well founded.*—Petitioner, ignoring the evidence previously summarized, contended before the Board that the presence aboard ship of the Unions' "patrolmen" is unnecessary for the prompt disposition of grievances. In making this assertion, petitioner stressed the role of the ship's delegate, an ordinary seaman, in attempting to settle grievances with the ship's officers, and suggested that if the seamen were dissatisfied with the outcome of a grievance in any case, they could take up their grievance with the Unions' "patrolmen" when they went ashore.

Petitioner's stress upon the role of the ship's delegate is a significant reflection of its attitude toward bargaining with the Unions. If the seamen had to rely upon the ship's delegate alone for the settlement of grievances, they would be deprived of the very thing the Act was intended to give them—the right to have their collective-bargaining agent represent them in the bargaining process. The denial of that right in the settlement of grievances would deprive the seamen of skilled negotiators whose independence is not compromised by dependence upon the shipowner for their livelihood.[22]

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[22] In the maritime industry especially, the ordinary employee is in no position to bargain vigorously on his own behalf (R. 190–191). As the Maritime Labor Board, in discussing the insecure position of the individual seaman, has pointed out:

"Almost his entire life represents a departure from the normal way of living. Legally the seaman is restricted. Once he signs shipping articles he becomes a member of a group apart whose

The suggestion that the seamen could relate their grievances to the "patrolman" when they went on shore, and that the "patrolman" could negotiate a settlement of the grievances with petitioner's shore officials is notable for the extreme hardship it would cause the Unions and is unworkable because of employment conditions in the industry. As has been noted, a system of rotating watches and other work assignments while their vessel is in port makes it necessary for members of the crew to go ashore at different times (*supra,* pp. 6–7). Consequently, in order to confer with the seamen individually as they came ashore concerning a grievance, the "patrolman" would be compelled to remain on the dock for long periods of time. Such a practice would also deprive the "patrolman" of an opportunity to assess the merits of a grievance by inspecting the parts

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rights and duties are closely circumscribed by a special code of laws. Economically he is insecure; his right to industrial self-government is often unrecognized and his collective bargaining challenged." [*Report of the Maritime Labor Board*, March 1940, at p. 26.] See also D. Yoder, *Labor Economics and Labor Problems*, 2nd ed. (1939: McGraw-Hill Book Co., Inc., New York), p. 497.

The Second Circuit, in the *Cities Service* case (*infra*, p. 30) expressly recognized the necessity for having the unions' "patrolmen" represent the seamen in adjusting grievances, saying (page 151):

"It may be true that many, or even most, grievances are settled on the ship by the ship's committee without the intervention of the Union, but one of the prime objects of the Union is to afford the seamen advisors and negotiators who are not continually under the eye of the master and inclined through fear of untoward consequences to defer to his demands. Its advice as to major differences would naturally be needed and in many cases it cannot advise the personnel wisely without visiting the ship and seeing the conditions under which work is done and of which criticism is made."

of the ship having relation to the dispute. Moreover the "patrolman's" inability to adjust a grievance with the ship's officers aboard ship would preclude resort to the employer's agents most familiar with the subject matter of the controversy. In the absence of a satisfactory means of investigating grievances, the Unions would be forced to present for adjustment through the cumbersome, formal machinery of the contract all grievances having surface validity, in order to safeguard the rights of their men. This would, of course, result in a great waste of time to no good purpose, and what is more important from the point of view of the seamen, would result in protracted delay in the disposition of their grievances.[23] In summarizing the reasons which establish how utterly unworkable are the grievance procedures which petitioner suggests, the opinion of the Court in the *Cities Service* case (page 30 *infra*) states (page 151):

[23] A grievance procedure which fails to settle grievances promptly is worse than useless—"A grievance long delayed in settlement is likely to be a grievance substantially lost." Slichter, *Union Policies and Industrial Management* (The Brookings Institution, Washington, D. C., 1941), p. 444; Daugherty, *Labor Problems in American Industry* (Houghton-Mifflin Co., New York, 1938), pp. 452–453; Bundy, *Collective Bargaining* (National Foremen's Institute, Inc., New York & Chicago, 1937), p. 20; Tead and Metcalf, *Personnel Administration* (McGraw-Hill Book Co., Inc., New York, 1933), pp. 225–230; Watkins and Dodd, *The Management of Labor Relations* (McGraw-Hill Book Co., Inc., New York, 1938), p. 695; Yoder, *Labor Economics and Labor Problems* (McGraw-Hill Book Co., Inc., New York, 1933), p. 588. This observation applies with particular force to seamen, whose grievances frequently relate to such things as unsatisfactory food and improper living conditions.

Respondents suggest that the so-called ship's committee consisting of three members of the crew chosen by the seamen can present complaints to the ship's officers and if the grievances are not settled thus, can report in person or mail statements to the Union of matters in dispute which the Union may then take up with the respondent's shore officials. But negotiations conducted in such a way would be slow and the men would lack the advantage of having their bargaining agent promptly acquainted with grievances by the seamen themselves and ready at once to negotiate with the shore officials. Moreover, so far as possible the men themselves should have the privilege of airing their individual complaints to their representatives, just as do employees whose work is on land. The suggestion that the Union representatives can be stationed on the dock, there investigate complaints by meeting members of the crew as they come off the ship and after thus learning the facts from seamen can then bargain with respondent's shore officials, is subject to the objection that the dock is manifestly no place for an adequate discussion of labor grievances. Even if, despite the inconvenience, the men were able to visit Union headquarters for such discussion of their grievances, they would not have the presence and backing of experienced bargaining representatives when presenting their claims to the ships' officers. Nor under such restrictions can there be adequate discussion by the delegate with the ships' officers of matters requiring explanation.

**Summation: petitioner has violated and is violating Section 8 (1) of the Act**

Through the passage of the Act, Congress sought to protect commerce by "encouraging practices fundamental to the friendly adjustment of industrial disputes * * * and by restoring equality of bargaining power between employers and employees" (Section 1 of the Act). To achieve this purpose, Congress expressly declared that it is the policy of the United States to eliminate obstructions to commerce flowing from industrial strife "by encouraging the practice and procedure of collective bargaining" (Section 1 of the Act). To make this policy effective, Section 7 of the Act guarantees employees the right "to bargain collectively through representatives of their own choosing," and Section 8 (1) enjoins employer interference with the free exercise of that right. In the Merchant Marine Act of 1936, as amended, Congress explicitly affirmed that the National Labor Relations Act should apply to maritime employees.[24]

In laying upon employers the obligation to bargain collectively with the accredited representatives of their employees, Congress could not set out in detail every aspect of the obligation it imposed. Instead, Congress used the familiar technique of enacting a broad, general command, and creating an expert administrative body to determine, in particular cases, subject to appropriate judicial review, the fair implications of that command. It would seem to be axiomatic that in discharging that responsibility the Board and the

[24] Section 1002 of the Merchant Marine Act of 1936, as amended in 1938 (52 Stat. 965, 46 U. S. C. A., Sec. 1252).

reviewing courts should, as the Second Circuit has said, effectuate the recognized legislative objectives of the Act by construing the right of employees to bargain collectively, and the correlative obligation of employers to refrain from interfering with the exercise of that right, in such a way as to comprehend "whatever is reasonably appropriate to protect it" (*Art Metals Const. Co.* v. *N. L. R. B.,* 110 F. (2d) 148, 150).[25] Cf. *H. J. Heinz Co.* v. *N. L. R. B.,* 311 U. S. 514, 523–525; *Warner* v. *Goltra,* 293 U. S. 155, 156, 158. So construed, the Act clearly condemns petitioner's refusal to allow representatives of the Unions to board its vessels as unwarranted interference with its employees' right to self-organization and collective bargaining, especially as regards grievances. Indeed, the findings of the Board, previously set out, p. 5, *supra,* demonstrate that petitioner's conduct seriously impairs "the bargaining process" and tends "to frustrate the aim of the statute to se-

[25] In recognition of this well-established canon of statutory interpretation the courts have held, for example, (1) that an employer must as an implicit aspect of his bargaining obligation be willing to enter into a signed contract with the accredited representative of his employees, once terms have been reached, notwithstanding that the Act does not impose such an obligation upon him in so many words (*H. J. Heinz Co.* v. *N. L. R. B.*, 311 U. S. 514); (2) that he must cooperate to a reasonable extent with the accredited bargaining agent in facilitating the bargaining process; hence, must make his representatives available for bargaining conferences at reasonable times and places (*N. L. R. B.* v. *P. Lorillard Co.*, 117 F. (2d) 921, 924 (C. C. A. 6), aff'd on this point, 314 U. S. 512); and (3) that he must be "sincere" in his bargaining negotiations with his employees' representative (*N. L. R. B.* v. *Biles-Coleman Lumber Co.*, 98 F. (2d) 18, 22 (C. C. A. 9).

cure industrial peace through collective bargaining." *H. J. Heinz Co.* v. *N. L. R. B.,* 311 U. S. 514, 524, 526.[26]

**The fallacy in petitioner's contention that the adjustment of grievances is not part of the collective-bargaining procedure which the Act protects**

The basic fallacy that runs through petitioner's entire argument is the mistaken notion that the adjustment of individual grievances is not part of the practice and procedure of collective bargaining protected by the Act. From this basic misconception, petitioner argues that *until* a collective contract has been negotiated, the statutory bargaining agent has no role to play in the adjustment of individual grievances which the employer is bound to respect (Pet. Br. pp. 21–22), and that *after* a collective agreement has been executed the only rights which an accredited union may assert under the Act, so far as grievances are concerned, are those defined in the agreement itself

[26] It may be conceded, as petitioner argued before the Board, that the matter of passes is, in some respects, an appropriate subject for bargaining. But it by no means follows, as petitioner seems to think, that petitioner is not for that reason obligated under the Act to issue passes *for certain purposes* essential to the carrying on of the collective-bargaining process. The fallacy in petitioner's assumption is exposed by the *Heinz* case (311 U. S. 514). Although a union may in the course of negotiations with an employer *agree* that the terms of a contract should not be reduced to writing—and, in this sense, the matter of a written or an oral contract is an appropriate bargaining subject—yet the Supreme Court has held that the Act compels the employer to sign a contract, once terms are agreed upon, if the accredited union makes that request. In short, it is for the Board and the courts to determine the scope of the employer's statutory obligations even though the accredited representative of the employees may in bargaining accept less than its due.

(*ibid.*) Thus, the net result of petitioner's thesis is that so far as the Act is concerned, an accredited union would have no right to adjust individual grievances either for its members, or for non-members in the appropriate bargaining unit desiring its services. Petitioner cites no authority, either legal or otherwise which, when correctly understood, supports this astounding proposition.[27] This was indeed, the very proposition that was rejected in the *Newark Morning Ledger* case (note 9, pages 8–9, *supra*).

Petitioner's thesis loses sight of the explicit declaration in Section 1 of the Act that Congress intended to encourage and protect self-organization by employees, not only "for the purpose of negotiating the terms and conditions of their employment," but for the much broader purpose, as well, of encouraging employees to utilize their collective economic strength for their "mutual aid" and "protection." The terms of Section 7 of the Act, which define the rights that the Act confers upon employees, are broadly phrased so as to effectuate this policy. In conformity with this clear expression of Congressional intent, the courts have repeatedly held that an accredited bargaining agent has the statutory right not only of negotiating a collective agreement with the employer, but has, as well, the equally important right of adjusting individual grievances both before and after a collective agreement has been entered into. Illustrative of the employer's duty to

[27] We hereinafter point out that the decisions of this Court and of the National War Labor Board relied on by petitioner cannot possibly be read as supporting this thesis (*infra*, pp. 28–30).

treat with the statutory bargaining agent concerning grievances arising *after* a collective agreement has been signed is the *Newark Morning Ledger* case, previously mentioned (note 9, pages 8–9, *supra*). This continuing employer obligation was held by the Supreme Court to encompass, moreover, not merely a duty to interpret and apply the collective agreement in adjusting grievances, but also a continuing duty to bargain in good faith with the union in regard to proposals for modification of the contract. *N. L. R. B.* v. *The Sands Manufacturing Co.,* 306 U. S. 332, 342. An illustration of the employer's statutory obligation to negotiate with the accredited union for the adjustment of grievances arising *prior* to the consummation of a collective agreement is afforded by *N. L. R. B.* v. *W. C. Bachelder,* 120 F. (2d) 574, 577–578 (C. C. A. 7), cert. denied 314 U. S. 647. In the *Bachelder* case, the accredited union requested the employer to reinstate some of its members who had previously been laid off. Contending that the question of reinstating these men was not one that the Act compelled him to discuss with the Union,[28] the employer refused to negotiate with it concerning their reinstatement. The Court, as did the Board, held that the employer had failed in his statutory bargaining obligation, resting its conclusion in large part on the employer's stand respecting the reinstatement question.

The error in petitioner's conception of the collective-bargaining process is further demonstrated by

[28] In taking this position the employer said that, "negotiation contemplates an agreement for future activities but does not contemplate a settlement of past grievances" (120 F. (2d) at 577).

a group of Supreme Court decisions, of which *National Licorice Co.* v. *N. L. R. B.,* 309 U. S. 350, is illustrative. At a time when it had no union contract, the employer in the *National Licorice* case entered into individual employment contracts with its workers, barring, among other things, the employees' right to invoke the assistance of a union in seeking to obtain the redress of grievances that might arise from their dismissal.[29] The Supreme Court's denunciation of these individual contracts rested squarely upon the Court's recognition that, aside from any collective agreement, employees have a statutory right to invoke the aid of a union in adjusting grievances with their employer. Indeed, the guaranty of the statute concerning the right of employees to act in concert through a union in regard to grievances is not even limited to grievances touching their employment. In *N. L. R. B.* v. *Peter Cailler Kohler Swiss Chocolates Co.,* 130 F. (2d) 503 (C. C. A. 2), for example, the question was presented as to whether the Act protected an employee who instigated the adoption by his union of a resolution condemning his employer for certain action the employer had taken relating to a controversy between rival milk-producers' associations. The employer discharged the employee for having instigated the adoption of such a resolution, contending

[29] In condemning this contractual surrender of employees' rights under the Act, the Supreme Court pointed out: "The effect of this clause was to discourage, if not forbid any presentation of the discharged employee's grievances to appellant through a labor organization or his chosen representatives, or in any way except personally" (309 U. S. at 360).

that the publication of the resolution in the newspapers was detrimental to its business, and that the Act did not protect employee concerted action unrelated to the employment relationship itself. In rejecting this unduly narrow view of the Act, Judge Learned Hand, writing for a unanimous Court, declared:

> When all the other workmen in a shop make common cause with a fellow workman over his separate grievance, and go out on strike in his support, they engage in a "concerted activity" for "mutual aid or protection," although the aggrieved workman is the only one of them who has any immediate stake in the outcome. The rest know that by their action each one of them assures himself, in case his turn ever comes, of the support of the one whom they are all then helping; and the solidarity so established is "mutual aid" in the most literal sense, as nobody doubts. So too of those engaging in a "sympathetic strike," or secondary boycott; the immediate quarrel does not itself concern them, but by extending the number of those who will make the enemy of one the enemy of all, the power of each is vastly increased (130 F. (2d) at 505).

In short, petitioner's assertion that the adjustment of individual grievances is not part of the practice and procedure of collective bargaining protected by the Act is contrary to the terms of the statute, contrary to its declared purpose, and is foreclosed by controlling judicial decisions.

In support of its erroneous argument, petitioner relies chiefly on *N. L. R. B.* v. *North American Avia-*

*tion, Inc.,* 136 F. (2d) 898 (C. C. A. 9), and on a decision of the National War Labor Board (Pet. Br., pp. 23, 25). The *North American* case is clearly inapposite, for the only issue there was whether or not an individual employee *who did not wish to be represented by the union* would have the right, by virtue of the proviso to Section 9 (a) of the Act, to adjust his grievance through direct negotiation with his employer instead of through the grievance machinery provided for in the collective agreement. This Court held that the proviso to Section 9 (a) gave the employee that right. It did not hold that the employer may lawfully deny the accredited union access to his employees in circumstances such that the denial effectively prevents employees who desire to be represented by their union from enjoying their statutory rights. Nor did this Court hold that the employer can refuse to treat with the accredited union concerning individual grievances of employees *who desire to be represented by their union.* Rightly understood, therefore, this Court's decision in the *North American* case in no way conflicts with the settled doctrine that employees have the right under the Act to be represented by the accredited union in pressing their grievances if they so desire whether or not a collective contract exists, and that their employer is under a correlative obligation to negotiate with their representative for the adjustment of their grievances. It is difficult to understand why petitioner should rely upon the National War Labor Board for support of its position since that Board has squarely ruled, pending this Court's action in the instant case, that petitioner

should grant passes to the Unions; this action of the National War Labor Board is based, moreover, on its finding that "No legitimate reasons were set forth by counsel for Richfield Oil Corporation why there should not be some reasonable provision for the issuance of passes to union representatives * * *."[30]

In conclusion, we respectfully refer this Court to the opinion of the Court in *N. L. R. B.* v. *Cities Service Oil Co.*, 122 F. (2d) 149 (C. C. A. 2), which, in sustaining the Board, lucidly states some of the considerations that underlie the Board's interpretation of the Act, and exposes the error in certain of the contentions on which petitioner relies.

## Point II

### The Board's order is valid

The cease and desist provisions of the Board's order, including paragraph 1 (b),[31] are of established validity, as is the requirement for the posting of appropriate notices.

In the *Cities Service* case, in speaking of the right of the shore delegate to solicit membership and collect dues aboard ship, the Court said, "Such activities were not shown by the Board to have been required 'for the purpose of collective bargaining or other mutual aid or protection' even if they are guaranteed

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[30] For the convenience of the Court, we set forth in the appendix to this brief pertinent extracts from the opinion of the National War Labor Board, pp. 34–36, *infra*.

[31] "Having found the acts which constitute the unfair labor practice the Board is free to restrain the practice and other like or related unlawful acts" (*N. L. R. B.* v. *Express Publishing Co.*, 312 U. S. 426, 436).

under Section 7 under some circumstances" (122 F. (2d), at p. 152). In the present case, however, the evidence previously summarized demonstrates, as the Board found (R. 37–38, 43, 60), that conditions of employment in the maritime industry make it extremely difficult, if not impossible, for seamen to attend union meetings or visit union headquarters, except at sporadic intervals. For this reason they cannot pay union dues on time or keep abreast of union affairs if their union representatives are deprived of access to them aboard ship (*supra*, pp. 6–8, and note 15).[32] During war-time it is of the utmost importance to the men that they be afforded an opportunity to pay their union dues on time since, as the Board pointed out (R. 37–38), delinquency in that respect jeopardizes shipwreck and other insurance benefits provided them by the Unions (R. 185–186, 371). In the light of these facts, the Board found that petitioner's seamen could not fully enjoy their right to bargain collectively or to engage in concerted activities for their mutual aid and protection if they were denied the right to pay union dues and receive their union newspaper aboard ship (R. 60). These adequately supported findings establish the propriety of the direction in the Board's order which assures those rights to petitioner's seamen.[33]

[32] The record shows that the Pacific Coast Shippers who grant access to their vessels—comprising virtually the entire industry in that coastal area (R. 181–182; 258–324)—permit the union representatives to collect dues and distribute the union newspaper aboard their vessels (R. 185–186, 370–371).

[33] In the *Cities Service* case, unlike the present case, the Board found it unnecessary to prescribe the restrictions governing the

## CONCLUSION

It is respectfully submitted that the Board's findings are supported by substantial evidence, that its order is valid, and that a decree should issue denying the petition to review and enforcing the Board's order, as prayed in the answer to the petition to review.

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DECEMBER 1943.

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use of the passes which the Company was ordered to issue, since, as the Board pointed out, the bargaining negotiations revealed "that neither the principle of the issuance of passes nor the method of effectuating the principle was in question at the time of the breakdown of negotiations" (25 N. L. R. B. 36, 55). Accordingly, in the *Cities Service* case, the Board directed the Company to issue passes to the union representatives for the purpose of enabling them to meet with the seamen aboard the Company's vessels, but left the question of the number of passes and their use to be determined by the parties themselves (*id.*, p. 57).

In the present case, however, petitioner has uncompromisingly refused to grant the Unions passes for any purpose. Hence, the Board deemed it advisable itself to prescribe the *minimal* scope of the license it ordered petitioner to grant, in order to avoid future controversy on the point.

## APPENDIX

The pertinent provisions of the National Labor Relations Act (Stat. 449; 29 U. S. C., 1940 ed., Sec. 151 et seq.) are as follows:

FINDINGS AND POLICY

* * * * *

It is hereby declared to be the policy of the United States to eliminate the causes of certain substantial obstructions to the free flow of commerce and to mitigate and eliminate these obstructions when they have occurred by encouraging the practice and procedure of collective bargaining and by protecting the exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing, for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection.

* * * * *

SEC. 7. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

SEC. 8. It shall be an unfair labor practice for an employer—

(1) To interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in section 7.

* * * * *

## Excerpts From Decision of National War Labor Board

*In re General Petroleum Corporation* (Los Angeles, Calif.) and *Seafarers' International Union of North America, Sailors' Union of the Pacific* (AFL) and *Seafarers' International Union of North America, Pacific District, Engine and Stewards Division* (AFL), Case No. 111–315–C; and *Richfield Oil Corporation* (Los Angeles, Calif.) and *Seafarers' International Union of North America, Sailors' Union of the Pacific* (AFL), and *Seafarers' International Union of North America, Pacific District, Engine Division* (AFL), Case No. 111–316–C, Nov. 1, 1943.

* * * * *

*Passes.*—The petitioning companies have failed to persuade the Board that the Regional Board's directive order on the issue of passes should be set aside. The Richfield Oil Company has argued that this Board has no jurisdiction to issue a directive order on the question of passes on the ground that this question is before the Circuit Court of Appeals. The National Board agrees with the Regional Board that the issue which is now before the court is not the same as the issue before this Board. The issue in the Circuit Court of Appeals, as pointed out by the Regional Board, is whether the companies have violated the National Labor Relations Act.

* * * * *

No legitimate reasons were set forth by counsel for Richfield Oil Corporation why there should not be some reasonable provision for the issuance of passes to union representatives. It was clear from the testimony and evidence submitted by the union that it is common practice for union officials to be granted passes for certain legitimate union activities. In

fact the union's representative not only showed to the division of the Board passes issued by various shipping companies, both dry cargo and tanker operators, but a pass issued by the 12th Naval District entitling him to board any Navy ship with Navy cargo on board.

The Board is convinced that there is no reason why the Richfield Oil Corporation should not be required to cooperate with the union in the same manner as other operators, including the General Petroleum Corporation. In fact it is clear that if the union proportion requirement of the Regional Board's order is to be effective and workable it will be necessary that the union officials be given the privileges contained in the Regional Board's order. The Board agrees with the union's contention that the subject of passes is closely related and, in fact, a necessary part of any union-security provision.

* * * * *

The uncompromising attitude taken by the Richfield Oil Corporation satisfies the Board that it must see to it that the Regional Board's order is fully complied with. [War Labor Reports, Vol. 12, No. 1—November 10, 1943, pp. 7–19, Published by The Bureau of National Affairs, Inc., Washington, D. C.]

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